REMARKS

In the Office Action mailed April 24, 2002, the Examiner objected to the Specification as failing to define "CAT" and "MR". The Examiner also requests clarification as that stated on page 10, line 26. The Examiner then rejected claims 1-23 under 35 U.S.C. § 103(a) as being unpatentable over Albaum et al. (USP 5,758,095) in view of Salmon et al. (USP 5,592,375). In addition, claims 1-23 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Schein et al. (USP 6,226,623).

Regarding the Examiner's objection to the Specification, Applicant respectfully refers the Examiner to the amendments made herein wherein Applicant has provided definitions for the objected to acronyms. Additionally, Applicant has amended page 10, line 26 to clarify that to which the Examiner objected.

In support of the rejection of claims 1-23 under 35 U.S.C. §103(a), the Examiner asserts that which is called for in claims 1-23 is unpatentable over Albaum et al. in view of Salmon et al. Specifically, the Examiner asserts that, "Albaum discloses a central computer network processing system connected to satellite computer station (or regional processing units or second tier system) providing a bi-directional communication between a seller and buyer, generally a physician, for purchasing a prescription drug product or type of medical delivery device, if available, in a restricted area, e.g. the hospital." The Examiner then asserts that Salmon et al. "discloses a computer network database system for interactively buying and selling desired products over a database system having basic offer and acceptance terms incorporated within the interactive database system using a profile template account." The Examiner then concludes, "To

provide the account number to encompass a desired product for Albaum, would have been obvious to one of ordinary skill in the art, in view of Salmon." "Doing so," states the Examiner, "will provide a ready mechanism of identifying a patient with a particular desired drug prescribed, ordered and consumed by the patient." The Examiner further concludes that "the particular conditions and terms, e.g. credit worthiness, address destination of the product, associated with each individual transaction, associated with the network system of Albaum, would have been obvious to one of ordinary skill in the art, in view of Salmon." Regarding the rejection of claims 12-17, the Examiner asserts that the database taught by Salmon et al. inherently contains a computer readable medium that accomplishes the claimed objectives. The Examiner further states that "the particular well known computer readable medium used to facilitate the execution of the computer network of Albaum, as modified by Salmon, would have been obvious to one of ordinary skill in the art" and "doing so would use well known technology over a computer network providing for timely and accurate information exchange."

Notwithstanding the thoroughness of the Examiner's examination, Applicant respectfully believes that neither Albaum et al. nor Salmon et al. taken singly or in combination teach or suggest that which is called for in claims 1-23.

To support a prima facie case of obviousness, the Examiner must provide one or more references that were available to the inventor and that teach a suggestion to combine or modify the references, such that the combination or modification of which would appear to be sufficient to have made the claimed invention obvious to one of ordinary skill in the art. The failure to establish any one of these elements prevents a

prima facie case of obviousness from being established thereby requiring withdrawal of the Examiner's rejection.

Albaum et al. teaches an interactive medication ordering system that allows physicians and non-physicians (e.g. nurses, pharmacists, respiratory therapists) to prescribe or order medications. Contrary to that which is called for in claims 1-23, Albaum et al. teaches a user-passcode based system to limit user accessibility. That is, the interactive medication ordering system taught by Albaum et al. requires physicians and non-physicians alike to sign onto the system with a representative identification code and signature. Col. 7, lns. 33-35 and Col. 8, lns. 21-23. Upon entering the representative identification code and signature, the user may access either an in-patient or outpatient/clinic module. Co. 7, lns. 37-39. Access to information and functionally features of the interactive medication ordering system will be limited to authorized users only. Col. 7, lns 39-41. Utilization of the interactive medication ordering system for the in-patient module and the outpatient/clinic module are substantially similar. Col. 15, lns. 57-59. In fact, access to either module is based on the user's ID (sign-on code). Col. 17, lns 43-45. That which is claimed by Applicant is substantially different from that taught by Albaum et al.

The present application claims, in part, a user interface allowing a customer to enter customer data to purchase products/services from a seller. From the outset, it should be noted that Albaum et al. does not teach an interactive bi-directional communication system that facilitates customer purchases products/services from a seller. Albaum et al. teaches a bi-directional medication prescription system that allows a physician or non-physician such as a nurse to prescribe medications for a patient and

forward that prescription to a pharmacist. Moreover, the system taught by Albaum et al. allows the pharmacist to access the patient data when fulfilling the prescription request. However, at no time, is a customer, i.e., the purchaser of the prescription drugs, communicating with the interactive medication ordering system. The Examiner asserts that the physician purchases a drug product or type of medical delivery device with the interactive ordering system taught by Albaum et al. However, the system taught by Albaum et al., as indicated previously, enables the physician to place a prescription "order" with the pharmacist wherein the pharmacist then fulfills the prescription and sells the prescription to the patient or customer.

Additionally, Albaum et al. fails to teach the "double" screening called for in claims 1-23. That is, Applicant claims the performance of an initial screening of the potential customer to determine whether to provide an account number and further access to the automated seller facility so the potential customer may continue to make an offer to purchase while the automated seller facility performs a complete screening. Arguably, the initial entry of a passcode taught by Albaum et al. may be equivalent to performing an initial screening as called for in claims 1-23, but Albaum et al. clearly fails to teach the performance of a second or complete screening to authorize a potential customer to purchase products/services from an automated seller facility as claimed in the instant application. That is, Applicant claims a two-level screening whereas Albaum et al. teaches a single-level screening. In fact, Applicant dependently calls for in claim 4 the sending of an account number password and electronic contract to the potential customer after the customer has passed the initial screening. The interactive system taught by

Albaum et al. requires a password to initially access the interactive medication ordering system.

An additional distinction between that which is called for in claims 1-23 and that taught by Albaum et al. is the entering into a contract by the seller with the potential customer once the seller is satisfied the potential customer is authorized to purchase the products/services. Albaum et al. does not teach a system wherein the seller and buyer enter into a contract to purchase and deliver products/services.

The Examiner recognizes that Albaum et al. fails to teach each and every element of the claimed invention and, therefore, asserts that which is taught by Salmon et al. in combination with Albaum et al. renders the claimed invention obvious. Salmon et al. teaches a computer assisted system for interactively brokering goods or services between buyers and sellers. Salmon et al. specifically teaches a Seller's Interface and a Buyer's Interface that collectively operate as a complex searching tool. The Seller's Interface automates the process of "interviewing" sellers about their products and the Buyer's Interface assists the buyer in selecting likely product profiles from a database and evaluating and comparing products to make a purchasing decision. Col. 3, lns. 14-27. In fact, Salmon et al. repeatedly references a "search" or "search criteria". For example, Salmon et al. teaches, "upon establishing a search session" assisted by the Buyer's Interface, a buyer may specify "search criteria, indicating characteristics for selection or exclusions of products." Col. 7, lns. 47-51. Additionally, the Buyer's Interface enables a searcher to further specify or weight search criteria such as "must have" criteria and "want to have" criteria. Col. 7, lns. 51-54. Once the search engine formulates a list of products satisfying the searcher's criteria, the searcher may select "an individual product

for review". Col. 8, lns. 40-41. Additionally, Salmon et al. teaches an action log that maintains a record of significant actions selected by a "buyer" that allows the searcher "to measure the efficiency of his search process, the nature of the products that are being reviewed and statistical reports on relevant product offerings." Col. 13, lns. 19-22. See Col. 9, lns. 40-56 of '375 for additional description of the nuances associated with the search module described by Salmon et al.

Salmon et al. also teaches use of the heretofore referenced action log as "the basis for billing for system services". Col. 13, lns. 61-62. Salmon et al. teaches a subscription fee to be paid by both "buyers" and "sellers" for access to the system. Salmon et al. states "charges could also be made for connect time, communication costs, database storage and other system services." Col. 13, lns. 63-65. Additionally, "each match that results in a completed transaction could also incur a charge to the buyer or seller depending upon the application." Col. 13, lns. 65-67. Claims 1-23 however call for an initial screening and a complete screening and the entering into a contract by a seller with a potential customer upon acceptance of a potential customer offer to purchase products/services. These are only a few distinctions between that claimed in the instant application and that taught or suggested by Salmon et al.

Therefore, Applicant believes that neither Albaum et al. nor Salmon et al. taken singly or in combination teach or suggest that which is called for in claims 1-23.

Regarding the rejection of claims 12-17, Applicant respectfully refers the Examiner to the remarks set forth above. Specifically, Applicant believes that neither Salmon et al. nor Albaum et al. taken singly or in combination teach or suggest the acts achieved by one or more computers as called for in claims 12-17 and therefore believes

that which is called for in claims 12-17 is not "inherently" found in the database taught by Salmon et al.

The Examiner also rejected claims 1-23 under 35 USC §103(a) as being unpatentable over Schein et al. The Examiner asserts that "to provide an account number to a customer if he/she passes an initial screening to determine if a product/service is available for Schein et al. would have been obvious to one of ordinary skill in the art." "Doing such," according to the Examiner "will provide the well-known concept of providing an account number associated with the financial product/service arena." The Examiner believes that the financial product/services arena may be construed as a restricted entity within the broad limitation of the claim language. The Examiner also makes special note of claims 12-17 and asserts that the database taught by Schein et al. appears to contain a computer readable medium that accomplishes the claimed objectives. The Examiner also asserts that the particular well known computer readable medium used to facilitate the execution of the computer network of Schein et al. would have obvious to one of ordinary skill in the art for providing timely and accurate information exchange. Applicant respectfully disagrees with the conclusions reached.

Schein et al. teaches a global financial services integration system and process for allowing customers to access a full range of global financial services using a variety of access points such as customer activated terminals and common ATM machines. Specifically, Schein et al. identifies a "CAT" as a computer terminal that allows a user to access his or her financial and demographic information and manipulate the same. Col. 14, lns. 61-63. According to Schein et al., a CAT makes it possible for an end-user to initiate and complete financial transactions including buying and selling of stocks and

other financial instruments, obtaining loans, and transferring and debiting accounts. Col. 14, lns.64-67. Schein et al. teaches remote accessibility of a user's financial information using a terminal device that comprises a card-swipe, software application, communications application, operating system, hardware, and keypad. Col. 21, lns. 17-21. The card-swipe and magnetic strip reader allow a credit card to be swiped and then read that together with operational software facilitate communication between the terminal device and a network to thereby provide access to financial information. Col. 21, lns. 20-36. In essence, the card-swipe and associated software/hardware are equivalent to the user-passcode system taught by Albaum et al. heretofore described.

As indicated previously, a passcode-authorization process is significantly different from that which is called for in claims 1-23. Applicant claims a user interface that allows a customer to enter customer data such that an initial screening of the potential customer may be completed to determine whether the potential customer should be allowed access to the automated seller facility so that the potential customer may make an offer to purchase while the automated seller facility performs a second and complete screening. If the potential customer passes the initial screening, an account number evidencing that the potential customer has successfully completed the initial screening is issued. The potential customer is then allowed to make an offer to purchase products/services from the automated seller facility while a complete screening to authorize the potential customer to purchase the products/services is performed. The potential customer's offer to purchase products/services is accepted only if the potential customer passes the complete screening and thereby enters into a contract with a seller to

purchase the products/services. Simply put, that which is called for in claims 1-23 is patentably distinct from that which is taught or suggested by Schein et al.

Additionally, and with respect to claims 12-17, the acts achieved by one or more computers in response to execution of a computer program stored on a computer readable medium are patentably distinct from that taught or suggested by that which is achieved by the database taught by Schein et al.

Therefore, in light of the foregoing, Applicant respectfully believes that the present application is in condition for allowance. As a result, Applicant respectfully requests timely issuance of a Notice of Allowance for claims 1-23.

Marked-up versions of the amendments made above may be found on pages 13 and 14.

Applicant appreciates the Examiner's consideration of these Remarks and Amendments and cordially invites the Examiner to call the undersigned, should the Examiner consider any matters unresolved.

Respectfully submitted,

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REVISIONS

IN THE SPECIFICATION:

Please replace paragraph 2 which begins on line 21 with the following:

The invention is described in terms of the preferred embodiment wherein the product desired for purchase by the customer falls within a restricted product category if it includes such items as medical equipment, such as computer tomography (CAT) scanners, magnetic resonance (MR) imagers, ultrasounds and the like, or product information relating to medical equipment, or service information pertaining to medical equipment and/or services. Such restrictions are typically required by a governmental agency, such as the Food and Drug Administration in the United States. A non-restricted or unrestricted product category includes those products that can be purchased by a general group of purchasers. The system 10 therefore delineates between restricted and non-restricted products. To purchase a restricted product, the customer must be authorized, or otherwise pre-approved for such purchases. It should be apparent then that this system can be applicable to screening other types of restricted products or sales/delivery to restricted locations, and that the restricted products described herein are exemplary only. Therefore, this system would be useful for selling practically any products requiring buyer identification, other than for simple credit approval, prior to approving the sale. The restricted locations are restricted based on such factors as trade regulations as specified by various government entities.

Please replace paragraph 9 which begins on line 25 with the following:

Once a valid customer registration form has been submitted 40, the system then proceeds ~~with~~to check whether the customer is qualified to purchase the product or service over the network. This is accomplished by checking whether the customer is a licensed health care provider 42, as such providers are authorized to purchase restricted medical products. If the customer does not fall within the licensed health care provider group 43, which as previously noted may include entities that employ licensed health care providers, the system automatically checks to determine whether the customer is a third party reseller or distributor 44 of medical products. If not 45, the customer will only be permitted to purchase non-medical products 46 in the transaction, or, more generally, products from the unrestricted product category. If the customer does qualify as a third party reseller 44, 47, the system checks to determine whether the customer is a distributor who has been specifically authorized by the seller 48 to purchase medical products. If not 49, the system will deny any sale to the potential customer and an email indicating the denial will be sent to the customer 50, alternatively, a direct customer contract or interaction may be made. These checks ensure that medical products are purchased for use by only those who are authorized. Further, they function to ensure that sensitive pricing and/or product information may only be accessed by such authorized customers.